

3400 CENTRE SQUARE WEST
1500 MARKET STREET
PHILADELPHIA, PA. 19102
(215) 972-3400

38 SQUARE DE MEEUS, BTE 1
1040 BRUSSELS, BELGIUM
(021) 511 80 40

PRINCES HOUSE
95 GRESHAM STREET
LONDON, EC2V 7NA, ENGLAND
01. 606. 8598

LAW OFFICES OF

DECHERT PRICE & RHOADS

888 17th STREET, N. W.

WASHINGTON, D. C. 20006

TELEX 84 5324 • BARDEP

(202) 872-8600

ELEVEN BROADWAY
NEW YORK, N. Y. 10004
(212) 425-3510

SUITE 1760
ENERGY CENTER ONE
717 SEVENTEENTH STREET
DENVER, COLORADO 80202
(303) 623-1777

800 NORTH THIRD STREET
HARRISBURG, PA. 17102
(717) 233-7947

RECORDATION NO. 9605-8
Filed 1975

RECORDATION NO. 9605-8
Filed 1425

NOV 21 1980 -1 45 PM

NOV 21 1980 -1 45 PM

November 20, 1980

INTERSTATE COMMERCE COMMISSION

0-325A050
No. 12
Date NOV 21 1980
Fee 1 20.00 + 40
ICC Washington, D. C.

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Secretary Mergenovich:

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations, I enclose for filing and recordation six copies of the following documents:

- (1) Equipment Lease Termination Agreement dated November 13, 1980 between Girard Leasing Corporation and National Railway Utilization Corporation/Pickens Railroad Company, and approved by First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank) and Hazelton National Bank; and
- (2) Loan Modification and Moratorium Agreement dated November 19, 1980, by and among First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank), Hazelton National Bank, and Girard Leasing Corporation.

These documents relate to boxcars subject to an Equipment Lease Agreement between Girard Leasing Corporation (Lessor) and National Railway Utilization Corporation/Pickens Railroad Company (Lessee) dated July 27, 1978 and filed with the Commission on July 28, 1978 and assigned Recordation Number 9605. Those same boxcars are subject also to the following agreements: two Security Agreements each dated August 7, 1978 between Girard Leasing Corporation and First National Bank and Trust Company and West Side Bank (now First State Bank) and Girard Leasing Corporation and filed with the Commission on November 5, 1980 and assigned Recordation Numbers 9605-A and 9605-C; Security Agreement dated August 1, 1978 between Girard Leasing Corporation and First Peoples Bank of New Jersey and filed with the Commission on November 12, 1980 and assigned

Barbara E. DeFord

Agatha L. Mergenovich, Secretary
November 20, 1980
Page Two

Recordation Number 9605-E; and Security Agreement dated August 7, 1978 between Girard Leasing Corporation and Hazelton National Bank filed with the Commission on November 13, 1980 and assigned Recordation Number 9605-G. Each of the previously filed Security Agreements was accompanied by an Assignment of Lease agreement, and they were assigned Recordation Numbers 9605-B, 9605-D, 9605-F and 9605-H.

The names and addresses of the parties to the aforementioned documents to be filed are as follows:

(1) Equipment Lease Termination Agreement:

(a) Lessor:

Girard Leasing Corporation
3 Girard Plaza
Philadelphia, PA 19101

(b) Lessees:

National Railway Utilization Corporation
1100 Centre Square East
1500 Market Street
Philadelphia, PA 19102

and

Pickens Railroad Company
402 Cedar Rock Street
Pickens, South Carolina 29671

(2) Loan Modification and Moratorium Agreement:

(a) Secured Parties:

First National Bank and Trust Company
P.O. Box 391
Waynesboro, PA 17268

First Peoples Bank of New Jersey
Cuthbert and MacArthur Drive
Haddon Twp., NJ 08108

Agatha L. Mergenovich, Secretary
November 20, 1980
Page Three

First State Bank
(formerly West Side Bank)
101 N. Main Street
Scranton, PA 18504

Hazelton National Bank
Broad and Laurel Streets
Hazelton, PA 18201

(b) Debtor:

Girard Leasing Corporation
3 Girard Plaza
Philadelphia, PA 19101

The Equipment Lease Termination Agreement establishes the procedures for terminating the aforementioned Equipment Lease as it relates to each of the following boxcars:

Fifty-Two (52) 50'6" 70-ton XM
rated boxcars bearing Road Numbers
PT 200048 through PT 200099
inclusive.

The Loan Modification and Moratorium Agreement modifies the terms of four promissory notes executed in 1978 that were in turn secured by the four aforementioned Security Agreements and relate to the above-identified boxcars.

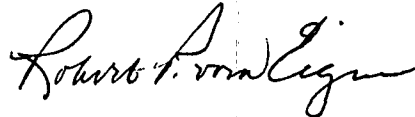
Please file and record the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement cross-indexing them one to the other and to the Equipment Lease Agreement and indexing said documents under the names of the Lessor/Lessee and the Secured Parties/Debtor. A check is enclosed for \$20.00 as prescribed pursuant to 49 C.F.R. §1116.3 (d).

Please stamp all six copies of the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement and the attached copies of the transmittal letter with your official recording stamp. You will wish to retain two copies of each of the documents and the original of the

Agatha L. Mergenovich, Secretary
November 20, 1980
Page Four

transmittal letter for your file. Please return the remaining copies of this transmittal letter and the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement to the bearer of this letter.

Sincerely,

A handwritten signature in cursive script, reading "Robert P. vom Eigen". The signature is written in dark ink and is positioned above the printed name.

Robert P. vom Eigen

RPvE:dn

Encls:

Interstate Commerce Commission
Washington, D.C. 20423

11/21/80

OFFICE OF THE SECRETARY

Robert P. Vom Eigen
Dechert Price & Rhoads
888 17th St., N.W.
Washington, D.C. 20006

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **11/21/80** at **1:45pm**, and assigned recordation number(s).

9605-I & 9605-J

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

NOV 21 1980 -1 45 PM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE TERMINATION AGREEMENT

This Equipment Lease Termination Agreement is entered into as of this 13th day of November, 1980 between Girard Leasing Corporation, a Pennsylvania corporation ("Lessor") and National Railway Utilization Corporation, a South Carolina corporation ("NRUC") and Pickens Railroad Company, a South Carolina Corporation ("PRC") ("Lessees").

BACKGROUND

A. Lessor and Lessees entered into an Equipment Lease Agreement dated as of July 27, 1978 and recorded with the Interstate Commerce Commission on July 28, 1978 and bearing recordation number 9605 (the "Lease").

B. The Lease provides for the lease of fifty-two (52) 50'6" 70-ton XM rated boxcars, one of which has since been destroyed, as more fully described in Exhibit "A" attached hereto (the fifty-one (51) remaining boxcars hereinafter being referred to individually as a "Unit" and collectively as the "Equipment"), by Lessor to Lessees.

C. The Lease is in default on account of, among other things, Lessees' failure to meet rental payment obligations on and after April 1, 1980. Lessees have informed Lessor that they have been and are unable to pay their debts as they have matured and have proposed to Lessor that the

Lease be terminated - with Lessees providing their full cooperation and assistance in returning the Equipment to Lessor - subject to certain exculpations and waivers demanded by Lessees.

D. Lessor, in anticipation of entering into this Agreement and recovering possession of the Equipment, has entered into a Management Agreement for the Equipment with North American Car Corporation ("NAC").

E. Lessor and Lessees desire to terminate the Lease pursuant to the terms and conditions of this Agreement.

TERMS

WHEREFORE, Lessor and Lessees, intending to be legally bound, hereby agree as follows:

1. The Lease shall terminate as to each Unit upon its return by Lessees to Lessor in the manner set forth herein.

2. Lessees shall, as promptly as possible, return the Units to such locations as Lessor designates. Lessees shall notify Lessor of the location and availability of each Unit and coordinate the return of the Units in accordance with the directions of Lessor from time to time. As to Units not in service and stored at Lessees' owned facilities, the Lease shall terminate upon their departure therefrom. As to

Units not in service and stored at third-party storage facilities, the Lease shall terminate upon (a) their departure from such third-party storage facilities or (b) the contemporaneous sending of telegrams by Lessees and Lessor, or NAC on Lessor's behalf, respectively relinquishing and assuming control of and responsibility for the Units. As to Units in service, the Lease shall terminate upon the Unit being "captured" and way-billed collect to Lessor's designated location.

3. Subject to the provisions of paragraph 4 hereof, Lessor shall release Lessees and their subsidiary and affiliated corporations, through a form of release (the "Release") substantially in the form attached hereto and marked as Exhibit "B", from the obligations imposed by the Lease with said Release becoming effective as to each Unit 366 days after the Lease is terminated as to such Unit, provided, however, that Lessees and their subsidiary and affiliated corporations are not being released from (a) Lessees' representations and warranties as made in Section 8 of the Lease as of the date such representations and warranties were made, (b) Lessees' obligations under Section 10 of the Lease to pay fees and taxes, (c) Lessees' obligations under section 14 of the Lease to forward any reimbursements for loss, damage or destruction to Units unless such

Units were repaired prior to April 1, 1980 and the bills for all such repairs have been paid, (d) Lessee's obligations relating to Unit "pass-through" earned subsequent to March 31, 1980 as described in subparagraph 6.3 and (e) Lessees' obligation under paragraph 7.2 hereof to insure the Units up to the time of their arrival at Lessor's designated location or turnover at third-party storage facilities as set forth in paragraph 2 hereof. So long as there are no defaults of Lessees in fulfilling their obligations hereunder, Lessor shall not take any action to exercise its rights under the Lease during the 366 day periods.

4. The Release set forth in paragraph 3, above, is subject to Lessees' commitment that should any lessor or secured lender of Lessees who, like Lessor, has agreed to terminate a lease or loan and take back boxcar equipment and who was a lessor or secured lender to Lessee on March 31, 1980, receive any payment or credit (other than Unit pass-through or insurance settlements) from or on behalf of Lessees on account of a lease or secured financing existing on March 31, 1980 in a greater proportion of its unsatisfied obligations than that received by Lessor, Lessor shall be promptly notified and shall receive an additional payment in order to reach such greater proportion.

5. Lessor shall pay to Lessees on a Unit basis, prior to delivery and termination of the Lease on a Unit basis:

5.1 (a) With respect to repairs of Units while in storage, repair charges incurred and paid by Lessees subsequent to March 31, 1980 and up to the date of this Agreement, and thereafter such repair charges as are authorized in writing by Lessor, and (b) with respect to repairs of Units while in service, all repair charges incurred and paid by Lessees subsequent to March 31, 1980;

5.2 Third-party (non-Lessee) storage charges incurred by Lessees subsequent to March 31, 1980; and

5.3 All charges relating to movement in or out of storage incurred subsequent to March 31, 1980.

5.4 Provided that Lessor designates to Lessees the location to which Units coming out of service are to be waybilled "collect," Lessor shall not be obligated under any circumstance to make payments to Lessee subsequent to such Unit Lease termination payments contemplated by this paragraph 5.

6. In consideration for Lessor's release as set forth in this Agreement:

6.1 Lessees shall return each Unit to Lessor as provided herein free and clear of all liens and encumbrances other than liens and encumbrances created by Lessor;

6.2 Lessees shall issue in favor of Lessor immediately upon approval of the Interstate Commerce Commission (which approval has been sought by Lessees, at Lessees' sole cost and expense), and under no circumstance later than 180 days from the date of this Agreement, 12,532 shares of NRUC's common stock; and *RRK*

6.3 Lessees shall promptly pay to Lessor on a quarterly basis beginning October 15, 1980 all income or revenue ("Car-Hire Revenues") of Lessees attributable to those Units ("In-Service Units"), for the period commencing April 1, 1980 and concluding upon the delivery of each Unit to a location designated by Lessor less:

6.3.1 \$3.00 per day per In-Service Unit for each day that Lessees receive Car-Hire Revenue for such In-Service Units ("Management Fee") provided, however, Lessor shall under no circumstance be directly liable to Lessees for payment of the Management Fee but that the Management Fee shall be payable solely out of Car-Hire Revenues for such Units during such quarter or if Car-Hire Revenues are insufficient for Lessees to receive its Management Fee, then

the unpaid portion of the Management Fee shall be accrued and deducted from future Car-Hire Revenues of Lessees; and

6.3.2 reclaims, if any.

7. Lessees represent and warrant to Lessor that:

7.1 Full and complete inspection reports (the "Inspection Reports") for all Units in storage completed by Lessees' personnel or authorized representatives have been delivered to Lessor and that to the best of Lessees' knowledge, information and belief, such Units are (a) in good condition, reasonable wear and tear excepted, and as described in the inspection reports except for the repairs deemed necessary in the Inspection Reports and (b) in conformance with the Interchange Rules of the American Association of Railroads unless noted to the contrary on Schedule I attached hereto and made a part hereof.

7.2 Lessees shall keep in full force and effect all insurance required under the Lease until each Unit is delivered to such location designated by Lessor or turned over to Lessor at a third-party storage facility.

7.3 Lessees shall forthwith take all steps necessary to cancel all per diem leases and subleases, if any, of the Units.

8. Lessees shall cooperate with Lessor in executing and recording all documents and doing all acts which Lessor reasonably believes necessary to carry out the purposes and intentions of this Agreement including meeting with and cooperating with NAC as requested. Lessees shall take all actions necessary to cause the return of the Equipment to locations designated by Lessor. Units in third-party storage shall be delivered within thirty (30) days from the receipt by Lessees of Lessor's turnover instructions. Units in Lessee-owned or leased storage facilities shall be delivered immediately but under no circumstance more than sixty (60) days from the receipt by Lessees of Lessor's turnover instructions. Unless Lessor delivers "recapture" instructions to Lessees for In-Service Units, such Units shall be delivered to Lessor immediately, but under no circumstance more than ten (10) days from their return to Lessees.

9. Lessees irrevocably assign to Lessor all their right, title and interest in and to all credits, claims, insurance claims or causes of action Lessees now have or may hereafter acquire against any party or entity by reason of, or in any manner related to, the Equipment (including but not limited to, damage credits but excluding that portion of any credit or claim necessary to reimburse Lessees for their out-of-pocket costs with respect thereto), and shall

cooperate with and assist Lessor with respect to prosecuting or enforcing any such claims or causes of action. Lessees shall promptly remit to Lessor any amounts received by Lessees to which Lessees are entitled under this paragraph and Lessor shall promptly remit to Lessees any amounts received by Lessor to which Lessees are entitled under this paragraph.

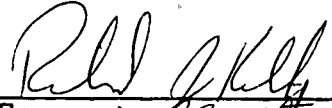
10. This Agreement shall not be binding on Lessor unless and until approved by Lessor's Equipment lenders.

IN WITNESS WHEREOF, Lessor and Lessees have caused this Agreement to be executed on the day and year above written.

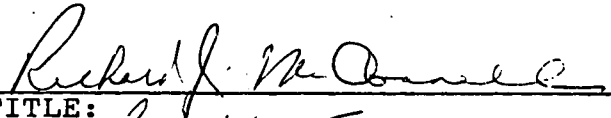
NATIONAL RAILWAY UTILIZATION
CORPORATION ("Lessee")



TITLE: *Vice President*
PICKENS RAILROAD COMPANY
("Lessee")



TITLE: *Vice President*
GIRARD LEASING CORPORATION
("Lessor")



TITLE: *President*

Approved:

FIRST NATIONAL BANK AND TRUST COMPANY

By Donald E. Bollinger
TITLE: Exec Vice President

FIRST PEOPLES BANK OF NEW JERSEY

By [Signature]
TITLE: Bank Trust and Officer

FIRST STATE BANK

By [Signature]
TITLE: Executive Vice President

HAZELTON NATIONAL BANK

By Arthur A. Tarone
TITLE: VICE-PRES.

Commonwealth of Pennsylvania :
: ss.
County of Philadelphia :

On this 17th day of November, 1980 before
me appeared Richard S. MacCusick, to me personally known,
who being by me duly sworn, says that he is President
of GIRARD LEASING CORPORATION, that the foregoing instrument
was signed on behalf of said Corporation by authority of
its Board of Directors, and he acknowledged that the execution
of the foregoing instrument was and remains the free act and
deed of said Corporation.

Diane A. Baxter

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:

On this 13th day of November 1980 before me appeared Richard J. Kelly, to me personally known, who being by me duly sworn, says that he is Vice President of NATIONAL RAILWAY UTILIZATION CORPORATION, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

[NOTARIAL SEAL]

Latanva B. Connor
Notary Public

My Commission Expires:

LATANVA B. CONNOR
Notary Public, Phila., Phila. Co.
My Commission Expires Dec. 20, 1982

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:

On this 13th day of November, 1980 before me appeared Richard J. Kelly, to me personally known, who being by me duly sworn, says that he is Vice President of PICKENS RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

[NOTARIAL SEAL]

Latanya B. Connor
Notary Public

My Commission Expires:

LATANYA B. CONNOR
Notary Public, Phila., Phila. Co.
My Comm. Expires 11/11/1982

EQUIPMENT SUBJECT TO LEASE NO. M-033,
DATED JULY 27, 1978 BETWEEN GIRARD
LEASING CORP. (LESSOR) AND NATIONAL
RAILWAY UTILIZATION CORP. AND PICKENS
RAILROAD COMPANY (LESSEE) RECORDED
WITH INTERSTATE COMMERCE COMMISSION
ON JULY 28, 1978, AND BEARING
RECORDATION NUMBER 9605

<u>SCHEDULE NO.</u>	<u>LEASE COMMENCEMENT DATE</u>	<u>NUMBER OF CARS</u>	<u>ROAD NUMBERS</u>	<u>ACQUISITION COST</u>
S-01	7/27/78	51	PT-200048 through PT-200055 and PT-20057 through PT-200099 inclusive	\$1,859,676

EXHIBIT "A"

RELEASE

The undersigned, Girard Leasing Corporation, for good and valuable consideration does hereby release, remise and discharge National Railway Utilization Corporation ("NRUC"), its subsidiaries, agents, employees, representatives, directors, administrators, and successors and assigns from any and all liabilities, claims, suits, demands, judgments and causes of actions now existing or hereafter arising as a result of the obligations of NRUC under the EQUIPMENT LEASE AGREEMENT dated as of July 27, 1978 and recorded on July 28, 1978 and bearing Interstate Commerce Commission recordation number 9630 ("Lease"), subject only to (1) the terms of paragraph 3 of the EQUIPMENT LEASE TERMINATION AGREEMENT dated as of November 13, 1980 between Girard Leasing Corporation and NRUC, and (2) the terms of the letter executed between the parties hereto on the same date and attached hereto as Schedule I. The Release shall apply to all Units of equipment described on Schedule II hereto.

GIRARD LEASING CORPORATION

By: _____

EXHIBIT "B"

SCHEDULE OF ESTIMATED COST
TO REPAIR EQUIPMENT TO MEET
THE INTERCHANGE RULES OF THE
AMERICAN ASSOCIATION OF RAILROADS

CAR #

ESTIMATED COST
TO REPAIR

NONE

SCHEDULE I

OUT - OF - SERVICE EQUIPMENT
INSPECTION REPORTS

GLC - Corr. Banks - 1278

Page 121

K. R. R. R.

Inspected by: M. J. [Signature]

Status _____

LIGHTWEIGHT 64450 TRUCK CAPACITY CLASS 2-11

COTS 6-75 LUB 1-20-75 I.D.T. 1-20-75

WHEELS

CUSTOMER. _____

DATE COMPLETE : _____

INVOICE #

Total Labor Hours .

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Per
B1	117	HAND-PAINTED	?	?	
R		HEAVY WOOD - 1/2" x 1/2"	?	?	
PAINT - TAN					
Located on the Neypace - ID					

Date 9/2/11

Inspected by: R. H. Hall
D. E. Gentry

Status _____

WHEELS	BEARINGS	

INVOICE #	Date Authorized
-----------	-----------------

Date Authorized _____

[illegible]

Date 9/9/
K. Havel
y: 10 5/20

Inspected by: 10/5/02

Date Authorized _____

[illegible]

02-9 9-1-6

Inspected by: [Signature]

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Est
BR	1	END LADDER BENT			
REL	2	HENNESSY GRAL BOY Release Rod Missing			
A.		Cross over Step Bent			
A.L.		End ladder bent.			
			Total Estimate = \$165.00		
Paint Fair Int & Ext					
Located on the P. T. Portland, Oregon					

Dec 9/41

Inspected by: J. R. R.

Status _____

COTS 6-18 LUB NO I.D.T. 6-25-78

CUSTOMER _____ TOTAL LABOR HOURS _____

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
R	1	Front door strap bent			
L	1	Wool hasp MISSING			
L	1	LIFT HANDLE MISSING			
L	1	Bottom door lock bent			
L	1	Door hit bracket bent			
Total estimate = \$150.00					
Located on the Nezperce - ID					
Paint fair					

Date 9-3-

Inspected by: *R. H. Hall*
D. E. Long

Status _____

CLASS

I.D.T. 4-22-80

BEARINGS

Total Labor Hours

Total Material Est.

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Ers.	Material Cost	Per
R		HENNESSY Disconnected WHEEL - MISSING PAINT FAIR			
				Total Estimate = \$115.00	
		located at the WGR XXXXXXXXXXXXXXXXXXXX			

८२३५

Dec 9/51
K. Hamble
10.50

Inspected by: J. S. Gentry

Status _____

LIGHTWEIGHT 63700 TRUCK CAPACITY CLASS X/A

COTS 6-78 LUB N/O I.D.T. 8-29-79

WHEELS	BEARINGS	
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CUSTOMER _____ TOTAL LEÇON ÉCOURS _____

DATE COMPLETE _____

INVOICE # _____	Date Authorized _____
-----------------	-----------------------

Total Labor Hours . . .

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Est.
		<i>OK</i>			
		<i>PAINT GOOD</i>			
		<i>Total Estimate = \$32.00 (IDT)</i>			
		<i>located on the main LPN</i>			

Date 9/11
K. Hassel.

Inspected by: D. G. K. M.

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem
B.L.	2	Handholds bent			
A.B.	4	" " "			
H.L.		Truck Spring out of place			
<i>Total Estimate = \$144.00</i>					
<i>LPN</i>					
<i>Inspected on the XXXXXXXXXXXXXXXXXXXX</i>					
<i>Paint good</i>					

Date 9/14

Inspected by: E. J. [illegible]

Status _____

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem
	1	Release not - missed			
R		Door handle			
		LPN			
		Located on the XXXXXXXXXXXXXXXXXXXX			
		Total estimate = \$133.00			
		Paint good			

Date 9/21

Inspected by: D. S. [Signature]

Date Authorized _____

Loc.	Qty.	Description	Labor Ers.	Material Cost	Per
B.R.	2	Handhold Tent			
R.		Hennepin disconnected			
A.P.E.H.	1	End Padder Tent			
A.R.	3	Handhold Tent			
located on the main L.P.W.					
Total Estimate = \$175.00					
Paint Good					

Date 9/6/10

Inspected by: K. Hawley

Status _____

COTS LUB I.D.T.

WHEELS	BEARINGS	
--------	----------	--

CUSTOMER	TOTAL LABOR HOURS
----------	-------------------

DATE COMPLETE _____

INVOICE #	Date Authorized
-----------	-----------------

TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Re-
H/Is	1	Engel Parker 1/2 in. 1/2			
R.	1	Hammer disassembled			
B	1	Cut lever next			
		LPN			
		Located on the LPN			
		Total Estimate = \$144.00			

Date 9-3-2

Inspected by: D. J. Jones

Status _____

COTS - 1-14 LUB NO I.D.T. —

Total Labor Hours .

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Ers.	Material Cost	Per
R-1		HENNESSY DISCONNECTED			
		PAINT FAIR			
		Total Estimate = \$115.00			
		WGR			
		Located at the XXXXXXXXXXXXXXXXXXXXXX			

$$D_2 = 2 \frac{9}{11}$$

K. J. J. J. J.

Status _____

COTS 7-78 LUB 110 I.D.T. 9-17-79

INVOICE 5

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Per
FR	1	FRONT door step bent			
AL	1	Sill Step bent			
AR	1	END / Adder bent			
		RELEASE FOD bent			
			Total estimate = \$100.00		
Located on the Nezperce - ID					

NATIONAL RAILWAY UTILIZATION CORPORATION

PICKENS

REPAIR DIVISION

Page 1 of 1

CAR REPAIR ESTIMATE

Date 9/5/78

K. H. Havel

CAR NO. 200065

Inspected by: D. F. Smith

Status

INITIAL P.T. BUILT 7-78 BY B.F.F.

LIGHTWEIGHT 64200 TRUCK CAPACITY CLASS X.M.

COTS 7-78 LUB NO I.D.T. 3-14-80

WHEELS BEARINGS

CUSTOMER

DATE COMPLETE

INVOICE #

Total Labor Hours

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Re-
------	------	-------------	---------------	------------------	-----

B.L.	4	HAND HOLDS BENT			
------	---	-----------------	--	--	--

B.L.	1	G.T. Washer MISSING			
------	---	---------------------	--	--	--

Total Estimate = \$97.00

WGR

Located at the ~~WGR~~

PAINT GOOD

12:21 2/2

Inspected by: 11/1/05

Date Authorized _____

Loc.	Qty.	Description	Labor Ers.	Material Cost	Re-
A.P.	11	Side guide lines bent			
		located on the mainline LPN			
		Total Estimate = \$65.00			
		Paint good			

REPAIR DIVISION

41 42 43 44

Date: 1/11/2020

K. 1720

Inspected by: 2000

Status _____

INITIAL P.T. BUILT 2-78 BY B.LF

LIGHTWEIGHT 64400 TRUCK CAPACITY CLASS X M.

COTS 7-78 LUB ND I.D.T. 3-30-79

WHEELS **BEARINGS**

CUSTOMER

DATE COMPLETE .

INVOICE #

TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized

[illegible]

Da: 7-5-8

Inspected by: K. Hall
D. Elce

Status _____

COTS 175 LUB 175 I.D.T. 175-17

INVOICE #

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem
A-RAL	(2)	END LADDERS BENT			
AR		HAND HOLD - BENT			
BR	(4)	HAND HOLD BENT			
P.M. - CUP					
			Total Estimate = \$100.00		
			WGR		
Executed at the Board of Directors					

22-23

Status _____

Date Authorized

Loc.	Qty.	Description	Labor Ers.	Material Cost	Re-
1		(22) HOLES IN DODR (G ⁿ)			
		PAINT GOOD			
		Sealed on the ^{LPN} LPN			
		Total Estimate = \$68.00			

PICKENS

REPAIR DIVISION

Page 1

CAR REPAIR ESTIMATE

CAR NO. 200070Inspected by: W. E. HootINITIAL PT BUILT 7-78 BY BFF

Status _____

LIGHTWEIGHT 62900 TRUCK CAPACITY _____ CLASS X MCOTS 7-78 LUB ND I.D.T. 5-21-79

WHEELS _____ BEARINGS _____

CUSTOMER _____

Total Labor Hours _____

DATE COMPLETE _____

Total Material Est. _____

INVOICE # _____

Work Authorization _____

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
------	------	-------------	---------------	------------------	------

BR	1	End ladder Bent			
B	1	Crossover Step bent			
BR	1	hand hold bent			
L	1	Hemlock Hoop			

Total Estimate = \$150.00

Worked on the ~~LPN~~ LPN

PAINT FAIR

CAR REPAIR ESTIMATE

Date 9-2-

Inspected by: R. Howell
D. E. Uetzi

Status _____

COTS LUB I.D.T. 2-28-72

CUSTOMER _____ Total Labor Hours _____

DATE COMPLETE _____

INVOICE #	Date Authorized
1	1/1/19
2	1/1/19
3	1/1/19
4	1/1/19
5	1/1/19
6	1/1/19
7	1/1/19
8	1/1/19
9	1/1/19
10	1/1/19
11	1/1/19
12	1/1/19
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91	1/1/19
92	1/1/19
93	1/1/19
94	1/1/19
95	1/1/19
96	1/1/19
97	1/1/19
98	1/1/19
99	1/1/19
100	1/1/19

Total Labor Hours .

Total Material Est.

Work Authorization

Date Amended

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Re-
		(OK)			
		PAINT FAIR			
		LPN			
		located on the XXXXXXXXXXXXXXXXXXXXXXX			
		Total Estimate = \$32.00 (1			

File # 9-3-2

Inspected by: *E. J. [Signature]*

Status _____

COTS 7.12 LUB 40 I.D.T. 1-12-49

TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
A+BRTL	(4)	END LADDERS BENT			
BR	(1)	HAND HOLD - BENT			
PAINT FAIL					
Total Estimate = \$65.00					
WGR					
Located at the same place as the					

DE-9-12

Inspected by: E. J. [unclear]

Date Authorized _____

[illegible]

PICKENS

REPAIR DIVISION

Page CAR REPAIR ESTIMATEDate 9/21CAR NO 200074Inspected by: R. H. H. H.Status INITIAL P.T. BUILT 7-78 BY B.F.F.LIGHTWEIGHT 64300 TRUCK CAPACITY CLASS X.M.COTS 7-78 LUB N.D. I.D.T. 11-16-79WHEELS BEARINGS CUSTOMER DATE COMPLETE INVOICE # Total Labor Hours Total Material Est. Work Authorization Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
R.R.	1	HAUSDOLD BENT			
R	1	Left Side Bent			
L	1	MOVABLE SEAL LATCH MISSING			
R	1	HENNESSY (CARTON) GIM BENT			
		LPN			
		Inspected on 9/21			
		Total Estimate = \$100.00			
		Paint good			

7.2 = 2.12

Inspected by: D. E. E. E.

INITIAL AK BUILT 7-77 BY G.A.C.

LIGHTWEIGHT 16000 TRUCK CAPACITY CLASS X. M.

COTS 7-18 LUB 12 I.D.T. 7-28-78

WHEELS	BEARINGS
1	1
2	2
3	3
4	4
5	5
6	6
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98	98
99	99
100	100

CUSTOMER _____

DATE COMPLETE _____

INVOICE #

Total Labor Hours _____.

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Ers.	Material Cost	Rs.
BRL	(2)	HANDHOLD - BENT			
R	(2)	HOLES IN DOOR			
R		HENNESSY DISCONNECTED			
AL		END LADDER - BENT			
PAINT GOOD					
Total Estimate = \$92.00					
located on the main LPN					

1.2

Inspected by: *M. S. G.*

Status _____

INITIAL *W* BUILT *7-18* BY *W*

LIGHTWEIGHT	TRUCK CAPACITY	CLASS
1.500		1

COTS _____ LUB _____ I.D.T. _____

WHEELS	BEARINGS	

CUSTOMER _____ TOTAL LESS DEBITS _____

DATE COMPLETE _____

INVOICE #	Date Authorized
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TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rc.
BK		SILL STEPS BENT			
AL		END LADDER BENT			
		PAIN-T GOOD			
		located on the XXXXXXXXXX WPN			
		XXXXXXXXXXXXXXX			
		Total Estimate = \$64.00			

REPAIR DIVISION

CAR REPAIR ESTIMATE

D2 = 9/2/2

Inspected by: *R. H. H. H.*

Status _____

LIGHTWEIGHT 2000 TRUCK CAPACITY CLASS 4

COTS 7-18 LUB 11/2 I.D.T. 12-5-79

WHEELS BEARINGS

CUSTOMER

DATE COMPLETE .

INVOICE #

Total Labor Hours .

Total Material Est.

Work Authorization

Date Authorized _____

[illegible]

Date 9/5/11

Inspected by: 10/2/2011

Status _____

LIGHTWEIGHT 63800 TRUCK CAPACITY _____ CLASS XM.

COTS 7-75 LUB 110 I.D.T. 6-22-79

CUSTOMER

DATE COMPLETE .

INVOICE 5

TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized _____

[illegible]

CAR REPAIR ESTIMATE

CAR NO. 200080

Inspected by: D. J. L. L.

Status _____

INITIAL P7 BUILT 7-78 BY SP

LIGHTWEIGHT 6000 TRUCK CAPACITY CLASS 2A

COTS 7-78 LUB 1/2 I.D.T. 8-72-79

WHEELS **BEARINGS**

CUSTOMER

DATE COMPLETE .

INVOICE # _____

Total Labor Hours .

Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
B/L		SIDE SILL REINFORCEMENT-BENT			
A/C		END LADDER BENT			
		Paint-Good			
		LPN			
		Incurred on this work			
		Total Estimate = \$204.00			

REPAIR DIVISION

CAR REPAIR ESTIMATE

2-1-9

Inspected by: *K. G. G. G.*

Status _____

COTS 2-78 LUB No I.D.T. 2-78

WHEELS *T. 3/4* BEARINGS *6 x 11*

CUSTOMER

DATE COMPLETE .

INVOICE # _____

Total Interior Courts .

Total Material Est.

Work Authorization

Date Authorized

[illegible]

Date: 6/11
by: K. N. S. S.

Inspected by: MSJ

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Per
AL	(3)	HANDHOLDS BENT			
BL	(5)	" " " "			
BL		END LADDER BENT			
		PAINT FAIR			
		worked on the XXXXXXXXXX LPN			
		Total Estimate = \$112.00			

PICKENS

REPAIR DIVISION

CAR REPAIR ESTIMATE

Page 1

CAR NO. 200082Date 9/31

K. H. Miller

Inspected by: H. Elder

Status _____

INITIAL PT BUILT 7-78 BY BJFLIGHTWEIGHT 63800 TRUCK CAPACITY _____ CLASS X. M.COTS 7-78 LUB NO I.D.T. 7-28-78

WHEELS _____ BEARINGS _____

CUSTOMER _____

DATE COMPLETE _____

INVOICE # _____

Total Labor Hours _____

Total Material Est. _____

Work Authorization _____

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
A.P.	1	HAND-HOLD BENT			
Total Estimate = \$48.00					
Located at the WGR					
Paint Good					

Date 9-3-8

Inspected by: K. P. H. 100
S. L. 100

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Re-
L		AB RELEASE ROD-TOO LONG			
BR		END LATER BENT			
		PAINF - PAINTING			
		Total Estimate = \$96.00			
		WGR			
		located at the XXXXXXXXXXXXXX			

CAR REPAIR ESTIMATE

CAR NO. 20039

Inspected by: 105122

INITIAL *17*

BUILT 7-20 BY 1-1-1

Status _____

LIGHTWEIGHT

TRUCK CAPACITY

CLASS *X 117*

COTS 7-11

LUB

I.D.I. 10-24-77

WHEELS BEARINGS

CUSTOMER

DATE COMPLETE .

INVOICE 5

TOTAL LABOR HOURS .

Total Material Est.

Work Authorization

Date Authorized

[illegible]

12-11-11

Inspected by: محمد بن علي

Status _____

INITIAL *P-7* BUILT *1942* BY *BCE*

LIGHTWEIGHT TRUCK CAPACITY CLASS *A*

COTS 17-70 LCB I.D.T.

WHEELS	BEARINGS	

CUSTOMER _____ TOTAL LEASE MONTHS _____

DATE COMPLETE _____

INVOICE #	Date Authorized
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TOTAL LATEX HOURS .

Total Material Est.

Work Authorization

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Re
B		HAND BRAKE WHEEL BENT			
R		HENNESSY CONTROL B/O			
		PAINT FAIR			
		located on the LPN			
		Total Estimate = \$ 120.00			

12

K. Hancock

Inspected by: 10.52.1

Status _____

INITIAL P.T. BUILT 7.77 BY B.F.F.

LIGHTWEIGHT 63900 TRUCK CAPACITY CLASS XM

COTS 7-78 LUB Nn I.D.T. 7-28-78

WHEELS • **SPRINGS**

CUSTOMER

DATE COMPLETE :

INVOICE #

Total Interior Hours

. Total Material Est.

Work Authorization

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Rem.
A.	1	Crossed steel beam			
R		Paint Peeling			
R		Hempden connecting iron beam			
A.B.	1	End ladder beam			
Total Estimate = \$330.00					
WGR					
Located at the XXXXXXXXXXXXXX					
Print 9-10-8					

Date 1/11

Inspected by: N. C. R.

Date Authorized

[illegible]

Page 2

Inspected by: K. HALL
D. ELCO

Status _____

COTS 0-72 LUB Alc I.D.T. 1-2-80

INVOICE 5

Date Authorized

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Est.
		OK			
		PAINT FAIN			
		Decorated at the entrance of the building UGR			
		Total Estimate = \$32.00 (+DT)			

Date 9/2/19

Inspected by:

Date Authorized

Loc.	Qty.	Description	Labor Ers.	Material Cost	Re-
HAL	(2)	END LADDER - BENT			
		PAINT - FAIR			
		Total Estimate = \$50.00			
		Located on the Nezperce - ID			

Date 9/2/19

Inspected by: 5/1/62

Date Authorized _____

Loc.	Qty.	Description	Labor Hrs.	Material Cost	Est.
BTHAL	(2)	END LADDER - BENT			
		PAINT - FAIR			
			Total Estimate = \$50.00		
Located on the Nezperce - ID					

AFFIDAVIT

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:

The undersigned, a Notary Public in and for the aforesaid Commonwealth and County, hereby certifies that the foregoing Equipment Lease Termination Agreement has been compared with the original and is true and correct copy.

Mildred M. McGurk
Notary Public

[Notarial Seal]

My Commission Expires: April 27, 1981

Dated: Nov 19, 1980

MILDRED M. MCGURK
Notary Public, Phila., Phila. Co.
My Commission Expires April 27, 1981